

IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

FILED  
U.S. DISTRICT COURT  
AUGUSTA, GA.

2010 AUG -2 PM 3:34

PAUL ALLEN

CLERK   
SO. DIST. OF GA.

Plaintiff

CASE NO: **CV 110 105**

Vs.

EVERHOME  
MORTGAGE COMPANY  
FKA  
ALLIANCE  
MORTGAGE COMPANY

Defendants

COMPLAINT FOR DAMAGES  
With SUPPLEMENTAL OF JURISDICTION  
And Stay of all State court Claims &  
Related State Court Claims Pursuant to 28 U.S.C.A. 1367

COMES NOW PAUL ALLEN (Plaintiff) as above stated with the following  
Complaint for Damages EVERHOME MORTGAGE COMPANY & ALLIANCE  
MORTGAGE COMPANY as (Defendants). The property address is 5897 Raven  
Lane Lithonia, GA 30058. This Complaint for Damages is set forth on the  
following grounds with;

BILL AT LAW: (COMPLAINT)  
Against Truth in lending Violations with  
Jury Trial Demanded Pursuant to FRCVP Rule 38(a)(b),  
Rule 39 and Rule 17(b) governing capacity

By Judicial Notice and all Oaths of Office

NOW COMES THE PLAINTIFF under grace whereby domiciled the complaint of  
the defendant and state the following being civilly dead and no longer infliction:

1. All defendants are entities, associations and or sub-corporations of the  
several unified under THE UNITED STATES, INC., and doing business in  
commerce within the state of TEXAS, which gives the court personal  
jurisdiction over the defendants and Parties.
2. The contract, i.e. promise to pay "promissory note" issued by the Plaintiff  
did accompany a deed of trust among the parties, which was duly executed  
with the corporate limits of State, which gives the court jurisdiction over the  
subject matter.
3. The Plaintiff herein complains that all Defendant holding the notes failed to  
disclose all. Namely the demand deposit made as a direct result of the  
Plaintiff execution of the wet ink.
4. It is well settled that there was at no time constitutional dollars issued in  
party with any of the transactions connected to the alleged loans.

5. Based upon information and belief, the Defendant altered the contract (note) voiding the enforcement of any remedy it may have had prior to such alteration whereby Plaintiff demands to inspect the original note as well as the check issue to the closing attorney.

### The First Cause of Action

#### (Unlawful Alteration of the Contract)

6. Plaintiff incorporated paragraph 1 through 5 into this cause of action as if repeating it all over verbatim hereto by reference, believing Defendant had the direct duty to preserve the not in its original condition.
7. Defendant failed to issue (Loan) constitutional dollars in the transaction, issuing credit which was unconstitutional at best.
8. The Defendants failed to disclose a material fact concerning the demanded deposit of the not pledge which caused the Plaintiff to be the true lender in the transaction.

### **Plain Statement of Facts**

9. The Defendants is believed to have used a common practice which was used by the Goldsmiths who keep the coins on deposit in their warehouse, thus creating money out of thin air against Article 1 Section 10 of the United States Constitution at large.
10. According, a uniform Standard was also set governing disclosure issues involving loan transaction. Federal Law required such promulgation to be enacted under Truth in Lending Laws. The Defendants failed to such information under disclosure and is secret continues to collect on contract which must be altered from its original condition.
11. Moreover, Defendants have received credits without disclosure and notice from the note, from note and Defendants refuse to share those credits with plaintiff under any circumstance whatsoever.

#### Relief Sought

12. Plaintiff seek remedy as a right and a matter of law in equity, to compel the original documentation be brought before the court as evidence of the holder-in-due-course of the security instrument needed to have proper standing before the court.
13. Plaintiff seek redress against that which has been charged interest upon the money/ credit issued by the plaintiff without understanding it was the

Plaintiff own credit; through the wet ink that funded the allege loan the color of banking.

INASMUCH AS, Plaintiff believes if said note (contract) has been altered without full disclosure, the contract (note) is not longer enforceable under the deed of trust when truth in lender laws applies here

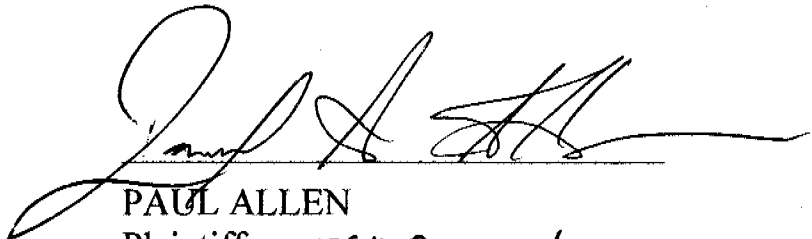
WHEREFORE the Plaintiff Demands the following relief

1. This honorable court cancel the Original Mortgage
2. This court award damages to the plaintiff in the amount of \$500,000.00
3. Grant all relief this Court deems just and proper.

### VERIFICATION

#### (Affidavit)

The undersigned Affiant PAUL ALLEN by appellation does here with swear, declare and affirm that the Affiant executes this Affidavit with sincere intent and competently states the matters set forth. I the undersigned being under oath and declare under penalty of perjury, that I **do not** have an Attorney at law to represent me in this case. Also that the contents are true, correct and not misleading to the best of **his** knowledge.



PAUL ALLEN

Plaintiff

Pro se

5897 Raven Lane  
Lithonia, GA 30058  
678-698-5357